

Department of Veterans Affairs (VA) Office of Small and Disadvantaged Business Utilization
(SOC) Strategic Outreach and Communications, Communications Support Service

1.0 Introduction.

The Office of Small Disadvantaged Business Utilization (OSDBU) provides numerous services for Veteran-Owned Small Businesses (VOSB) and Service-Disabled Veteran-Owned Small Businesses (SDVOSB) that seek to open or expand a business. The VetBiz VOSB Verification Program verifies Veteran status and examines ownership and control records to validate businesses' eligibility to participate in the Department of Veterans Affairs (VA) unique buying authority established by Public Law (PL) 109-461, Sections 502 and 503 and PL 111-275 Section 104. The Direct Access Program provides networking opportunities to Veteran business owners and the Strategic Outreach and Communications Program provides information used to educate Veteran business owners on obtaining Procurement Readiness. VA is seeking contracted support services to help collect information, process and analyze data, and promulgate information in support of all OSDBU programs. Programs and strategies to expand Small Business (SB) participation in Federal procurement opportunities through aggressive SOC research, analysis, outreach, education, training, program modernization, and IT enhancements in order to enable the Department to meet its socioeconomic goals.

1.1. Required Documents:

- PL 109-461;
- PL 111-275;
- 38 CFR Part 74;
- Plain Writing Act of 2010;
- OSDBU Standard Operating Procedures (SOP);
- Templates for research and review sheets;
- Operational Memorandums.

2.0 Scope or Purpose.

The Contractor shall provide administrative and professional support to the SOC sub directorate, OSDBU Communications mission area. The contractor shall furnish all necessary personnel, facilities, supplies, equipment, training and oversight to provide communication plans and campaigns, communication materials, program, and project management in support of the following OSDBU directorates and functions:

- a. All outreach and training phases of the Verification Program, the Direct Access Program, The Strategic Outreach and Communications and training Program, and the Acquisition Support Program, OSDBU Operations and Executive Action cell.

The scope of work may fluctuate based on public law, and/or variation in the needs of the OSDBU to meet mission goals.

Contractor personnel shall have access to proprietary information and, in some instances, may have access to Veterans' Personally Identifiable Information (PII); therefore, personnel supporting SOC must have Moderate Risk Level or higher security investigations. The work shall be performed at the contractor's facilities, with the exception of tasks designated for performance at Government sites.

3.0 Period of Performance. [Insert start and end dates. Specify option periods, if included. Option periods may not begin after the final ordering date of the IDIQ base contract.]

The period of performance (PoP) for the base period is 12-months after contract award date with four 12-month option periods.

Period	Estimated Dates
Base	TBD
Option One	TBD
Option Two	TBD
Option Three	TBD
Option Four	TBD

4.0 Place of Performance.

The primary place of performance shall be at the contractor's location with the exception of those designated to work at the following Government locations: 801 I Street NW, Washington, DC 20410; 90 K Street NE, Washington, DC 20002; and other designated Government sites within the Washington, DC metropolitan area. No work shall be performed outside of a 50-mile radius of Washington, DC. All contractors must be available for a monthly on-site training day and regular duty at the government facilities listed above as required by the Federal team lead. Contractor staff working at contractor sites shall comply with the connectivity requirements in order to promote communications, coordination, and management effectiveness.

The contractor is responsible for coordinating sufficient support to provide services and coverage throughout the core work hours. Hours of Operation are defined as Monday through Friday, 7:30 a.m.—5:30 p.m. No work shall commence on Federal Holidays. There may be a need for alternative work schedules with no contractor working more than 40 hours per week.

No work may be performed, transmitted to, or accessed from outside the United States.

5.0 Travel.

Travel within a 50 mile radius of VA Central Office (VACO) and the contractor's facility is considered "local travel" and will not be reimbursed. Contractor shall perform travel outside the local travel radius required to complete the requirements of this PWS as authorized. Travel will be reimbursed in accordance with Federal Travel Regulations and approved in advance by the Contracting Officer's Representative (COR). Contractor shall provide receipts for all travel expenses. In order to be reimbursed for travel, contractor invoices shall comply with FAR 31.205-46. The Government will reimburse contractor for all appropriate costs associated with official travel. Contractors performing official travel shall file their standard contract expense report (with receipts) upon completion of the travel. The cost of local travel, meal, and/or incidental expenses cost will not be reimbursed for Contractor performance. Travel costs will be included in the order award as a separate, cost-reimbursable, "not to exceed" contract line item.

6.0 Task statement

6.1 Task 1 – Program Management

The contractor shall not commence performance on the tasks in this PWS until after the Contracting Officer (CO), COR, and the contractor participate in a post award kick-off meeting held by the Government. The kick-off meeting shall occur within seven (7) business days after contract award and the location is to be determined.

The contractor shall develop and maintain a Quality Control Plan (QCP) to ensure contractor oversight is performed in accordance with (IAW) the PWS and performance standards. The plan shall include a comprehensive Quality Assurance Surveillance Plan (QASP) IAW the performance requirements in Section 7.3 Schedule of Deliverables. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program shall be the means by which the contractor assures work complies with the requirements of the contract. All QCP inspection results shall be shared with the CO and COR. The QCP shall be submitted at the kick-off meeting and shall include at a minimum the following:

- Who will be responsible for conducting QCP inspections;
- What will be inspected, when, and how;
- How inspection results will be documented and tracked; and
- How discrepancies will be resolved?

The contractor shall provide Monthly Status Reports (MSRs). The MSRs shall provide a summary of activities conducted in support of the PWS. The report shall cover the month-end,

status of deliverables, accomplishments, planned activity for the next month, and any issues and resolutions and any risk mitigation strategies the contractor deems appropriate for the Government to consider.

Within five (5) business days after the kick-off meeting, the contractor shall submit a detailed Project Work Plan (PWP) and briefing for the VA project team, which presents the contractor's plan for completing the contract. The contractor's plan shall provide a detailed approach to be used for each aspect of the tasks defined in the PWS. The PWP shall include, at a minimum, the following:

- Summary level process for the execution and closeout phases of the project, to address all stages necessary to develop and complete deliverables;
- Major milestones - detailed process for identifying, analyzing and approving changes to approved schedules, documents, requirements, deliverables and resources;
- Project management and quality control;
- Status updates;
- Risk management plan and risk mitigation strategies;
- Closeout Management Plan - process for ensuring that the COR formally accepts and closes out the following:
 - All project tasks have been completed and all deliverables have been completed and delivered to the COR;
 - Lessons learned, and feedback from participants, etc., have been documented, reviewed and turned into the COR.

The contractor shall have all required positions fully staffed prior to the beginning of the period of performance.

6.1.1 Project Management

- Perform tasks requiring management of a small-scale project encompassing multiple tasks with a total lifecycle and complexity comparable to the task order at hand.
- Use subject-matter knowledge and judgment to lead, direct and guide the completion of work performed for communications, Web site and digital and print media. Assignments consist of numerous steps that vary in nature and sequence.
- Select from alternative methods and refers problems not solvable by adapting or interpreting substantive guides, manuals, or procedures.
- Assist in a variety of administrative matters; maintaining a wide variety of managerial duties and responsibilities; verifying statistical reports for accuracy and completeness; and handling and adjusting deliverables and strategies. Use a thorough knowledge of an office's work and routine to: 1) choose among widely varying methods and procedures to process complex transactions; and 2) select or devise steps necessary to complete assignments.
- Develop communications plans to support federal procurement programs.
- Write articles for publication, technical reports, and information documents;

- Conducts interviews to communicate and educate acquisition small business stakeholders about small business programs.
- Manage and write content for Web site and blogs for acquisition and small business audiences.
- Research Veteran organization blogs, Verification and other Small Business related information (to provide proactive messaging vs. reactive messaging).
- Perform segmented targeted marketing, identify specific characteristics, and determine the most effective marketing techniques to influence audiences.
- Translate and incorporate traditional marketing standards, mission statements, and policies into actualized marketing plans.
- Plan, direct and evaluate comprehensive marketing and partnership campaigns and projects to convey complex information and opportunities within and outside the Department
- Provide gap analysis of current marketing plan and institute a marketing strategy for Department.
- Review marketing, advertising communications plan and Web site and other forms of digital and print media.
- Provide research trends and development of marketing strategy.
- Provide information on trends to Federal lead with recommendations for program modifications and enhancements.

Task 6.1 Deliverables:

- 6.1.1.a Kick-off Meeting
- 6.1.1.b Quality Control Plan
- 6.1.1.c Monthly Status Reports
- 6.1.1.d Project Work Plan

6.2 Task 2 – Strategic Outreach and Communications (SOC - Strategic Communications)

The contractor shall perform for SOC discrete services and provide deliverables in support of the SOC Strategic Communications as requested, to include and as outlined below, IAW SOC SOP and the detailed Tasks, Conditions, and Standards for Deliverables in Section 7.3 Schedule of Deliverables.

6.2.1 Strategic Communications promotes SB awareness of opportunities, access to procurement decision makers, and procurement readiness of small businesses.

6.2.1.1 Support Communications Planning and Implementation (General Task) - The contractor shall develop and implement communications campaigns to support OSD BU programs and activities, and in response to issues confronting VA. The Communications shall include:

- Provide research and analysis to support development of communications campaigns to support OSDBU missions and activities;
- Develop and implement Communications Plans that support intent and objectives of major OSDBU programs and activities;
- Develop and implement communications response plans in response to issues that VA confronts;
- Implement a multi-dimensional communications approach targeted to specific audiences.

The Communications Plan will address goals, audiences, communication channels, messages, activities and materials, social media, verification, partnerships and schedules, as well as provide guidance on communications actions that include messages and other deliverables that support the goals of OSDBU programs and are consistent with VA policy and procedures. All documentation shall be delivered in hard copy and electronic format using Microsoft Office or other products approved by the SOC Project Manager.

Deliverable:

6.2.1 Communications Plan

6.2.2 Communications messages and material (Communications/Marketing Campaigns)

The contractor shall develop messages and material to support Communications Campaigns in support of all OSDBU programs and activities. The development of messages and material shall include:

- Analyze stakeholder audiences, OSDBU strategies, VA communications messages and policies and provide recommendations on messages, channels and schedules to improve stakeholder understanding and support for OSDBU programs and VA response to issues affecting stakeholders;
- Design and coordinate production of print, e-marketing, digital media, social media, and video and broadcast publications for targeted audience(s);
- Design and coordinate production of environmental banners and print media, static displays, and interactive information booths for use at outreach events;
- Publish content to educate and train Service-Disabled Veteran-Owned Small Businesses(SDVOSB)/ Veteran-Owned Small-Businesses (VOSB) and other small businesses regarding procurement readiness and procurement opportunities;
- Draft messages to support communications/marketing campaigns;
- Maintain current library of frequently asked questions (FAQs) and Fact Sheets;
- Modify information resulting from program changes into various mediums to disseminate to stakeholders and partners;
- Conduct research and analysis to support development of communications and the full range of products across all relevant media;

- Develop, draft and/or format messages utilizing the government provided Customer Relationship Management (CRM) software to launch messages to internal and external audiences;
- Conduct CRM subscription coding and updates; and
- Maintain historical and analytical data on CRM messages and subscriptions to include: date of message, targeted audience, number of recipients, delivery details, and link access.
- Develop and implement messages and material designed to inform, educate and transmit information concerning small business services and programs to encourage use by Veteran-Owned Small Businesses (VOSBs) and Service-Disabled Veteran-Owned Small Businesses (SDVOSBs), and increase awareness, access and transparency from internal and external stakeholders.

Communications and marketing Products shall be clear, concise, accurate, and relevant to the designated communications channel audience, and objectives IAW Section 7.3 Schedule of Deliverables.

All deliverables developed for display on VA Internet and/or Intranet sites shall be conform to accessibility requirements defined in Section 508 of the Rehabilitation Act of 1973, VA Tier 1 Graphics Standards, the Plain Writing Act of 2010, and agency policies and standards.

Deliverables:

- 6.2.2.a Weekly communications and marketing media update report
- 6.2.2.b Monthly communications and marketing update status report
- 6.2.2.c Web site content
- 6.2.2.d Print media
- 6.2.2.e Digital media
- 6.2.2.f Booth and exhibit display design
- 6.2.2.g Monthly FAQ Update Report
- 6.2.2.h Fact Sheets
- 6.2.2.i CRM messages
- 6.2.2.j Monthly and Quarterly CRM Analytics report

6.2.3 Communications Internet and Intranet (Web Site Design, Development, and Support)

The contractor shall develop Web sites to support OSDBU strategic initiatives, programs, and activities. Web site design, development, and support shall include:

- Provide Web site design and production;
- Maintain the OSDBU Internet and Intranet Web sites with current and relevant information for VA internal and external audiences. Web site shall support Email direct sign-ups from any page and light window overlays;

- Update Web site content within one (1) business day when new content provided;
- All Web-Based Deliverables shall utilize responsive design technology for delivery on mobile devices;
- Maintain historical data on Web site posting to include: date of post, content, date content removed, and content removed as well as analytical data concerning Web site usage;
- Provide technical advice to content providers;
- Perform quality assurance on the Web sites and make improvements where practical;
- Troubleshoot, resolve, and track Web site technical design and delivery problems, related alerts, and escalations; and
- Implement strategic solutions to resolve Web site interface, coding and link issues, and other related Web site incidents and requests.

OSDBU Web sites shall reflect best practices, new software releases and VA policy changes. Content shall utilize footer and direct cross-promotion outreach acceleration initiatives. Deliverables shall conform to accessibility requirements defined in Section 508 of the Rehabilitation Act of 1973, VA Tier 1 Graphics Standards, the Plain Writing Act of 2010, and VA and OSDBU established policies and procedures.

Deliverables:

6.2.3.a Section 508 Compliant Web Sites

6.2.3.b Monthly and Quarterly Web Site Analytics Report

6.2.3.c Monthly Website Change Management Report

6.2.4 Communications Social Media (Social Media Planning and Implementation)

The contractor shall utilize established VA OSDBU social media accounts to engage with and monitor targeted audiences. OSDBU social media shall include industry best practices and utilize current and changing social media technology. Social media planning and implementation shall include:

- Develop, refine, and implement Social Media Plans that support intent and objectives of major OSDBU programs and activities;
- Develop, and implement social media strategy and campaigns aligned with OSDBU strategic goals;
- Create monthly and annual social media editorial calendars and campaign calendars that reflect current and changing small business issues;
- Monitor and analyze social media channel inquiries and blogs, provide draft message responses, or other forms of engagement;
- Use established VA OSDBU social media accounts to share information, key messages, and to engage with and monitor targeted audiences;
- Create a minimum of five posts per day across OSDBU social media channels; and

- Compose same day (immediate) responses to posts on OSDBU social media channels, Monday thru Friday. Provide monthly reports that analyze social media usage and trends, and make recommendations to improve achievement of communication objectives; and
- Prepare data analysis reports to ensure complete, timely and accurate completion of the social media components of OSDBU strategic initiatives

Deliverables:

6.2.4.a Daily media monitoring report

6.2.4.b Daily social media posts

6.2.4.c Weekly, Monthly, and Quarterly social media analytics reports

6.2.4.d Monthly editorial/social calendar

6.2.4.e Social Media Campaign Calendars

6.2.4.f Social Media Plan

7.0 Delivery Schedule.

7.1 Deliverables or Report Requirements

The contractor shall submit reports in the formats and to the specifications established in OSDBU Standard Operating Procedures (SOPs). For reports not established in OSDBU SOPs, the contractor shall develop and submit a proposed format for all reports and obtain approval from the COR prior to submission of the first report. All contractor provided work products are to be furnished within the specified delivery dates established by OSDBU SOPs as noted in Section 7.3 Schedule of Deliverables. Any changes to delivery dates shall be discussed with the COR and requested in writing to the CO. If for any reason any deliverable cannot be delivered within the scheduled time frame, the contractor is required to explain why in writing to the CO including a firm commitment of when the work shall be completed. This notice to the CO shall cite the reasons for the delay, modified delivery date, impact on the overall project, and revised project plan with all adjusted dates. The CO shall then review the facts and issue a response approving or disapproving the request. The contractor shall establish and maintain a quality assurance program to ensure that all tasks and deliverables are completed IAW the PWS.

7.2 Government Acceptance

The COR will have the right to reject or require correction of any deficiencies found in the deliverables that are contrary to requirements established in Section 7.3 Schedule of Deliverables. In the event of a rejected deliverable, the contractor shall be notified in writing by the COR of the specific reasons for rejection. The contractor shall correct the rejected deliverable IAW Section 7.3 Schedule of Deliverables or within five (5) business days and return it per delivery instructions or submit a suitable remediation plan including a firm commitment of when the rejected deliverable will be corrected.

7.3 Schedule of Deliverables

Schedule of Deliverables (CAD = Contract Award Date, Days = Business Days)
 All deliverables are electronic unless otherwise noted.

Task	Paragraph	Item Description	Quantity	Delivery Date
	Security/Contractor Responsibilities	VA Contractor Background Investigation Worksheet	TBD	Immediately after CAD
16.9	Training	Training certificates	TBD	1 week after CAD
16.5	Confidentiality and Nondisclosure	Non-Disclosure Agreement	TBD	1 week after CAD
6.1 Task 1	Project Management	Kick-Off Meeting	1	7 days after CAD
		Quality Control Plan	1	At Kick-Off Meeting
		Monthly Status Reports	12	Base and Option Periods: 5 th business day of the following month
		Project Work Plan	1	Base: Within 5 days from Kick-Off Meeting Option Period: Update PWP within 5 days exercised option period
6.2.1	Strategic Communications	Communications Plan	Monthly	Within 30 days from Kick-Off Meeting
6.2.2.a	Communications/Marketing Campaigns	Communications and Marketing Update Status Report	Weekly	TBD
6.2.2.b	Communications/Marketing Campaigns	Communications and Marketing Media Update Report	Monthly	TBD
6.2.2.c	Communications/Marketing Campaigns	Web Site Content	As required	TBD
6.2.2.d	Communications/Marketing Campaigns	Print Media	As required	TBD
6.2.2.e	Communications/Marketing Campaigns	Digital Media	As required	TBD
6.2.2.f	Communications/Marketing Campaigns	Booth and Exhibit Display and Design	As required	TBD
6.2.2.g	Communications/Marketing Campaigns	FAQ Update Report	As required	TBD

Task	Paragraph	Item Description	Quantity	Delivery Date
6.2.2.h	Communications/ Marketing Campaigns	Fact Sheets	As required	TBD
6.2.1.i	Communications/ Marketing Campaigns	CRM Messages	As required	TBD
6.2.1.j	Communications/ Marketing Campaigns	CRM Analytics Report	Monthly Quarterly	TBD
6.2.3.a	Web Site Design, Development, and Support	Section 508 Compliant Web Sites	As required	TBD
6.2.3.b	Web Site Design, Development, and Support	Web Site Analytics Report	Monthly Quarterly	TBD
6.2.3.c	Web Site Design, Development, and Support	Web Site Change Management Report	Monthly Quarterly	TBD
6.2.4.a	Social Media Planning and Implementation	Media Monitoring Report	Daily	TBD
6.2.4.b	Social Media Planning and Implementation	Social Media Posts	Daily	TBD
6.2.4.c	Social Media Planning and Implementation	Social Media Analytics Report	Weekly Monthly Quarterly	TBD
6.2.4.d	Social Media Planning and Implementation	Social Media Editorial Calendar	Monthly	TBD
6.2.4.e	Social Media Planning and Implementation	Social Media Campaign Calendars	As required	TBD
6.2.4.f	Social Media Planning and Implementation	Social Media Plan	As required	TBD

8.0 Government-Furnished Information, Equipment, and Facilities.

8.1 Government Furnished Information (GFI)

The Government will provide all applicable SOPs and any information necessary for performance under this PWS.

8.2 Government Furnished Equipment (GFE)

The Government will provide work space, telephone service, and GFE necessary (i.e. (2) each monitors, (1) each keyboard, (1) each CPU, access to printing, scanning, and copying) for

contractor personnel working at the Government locations. Issuance of government equipment to contractor personnel working off site will be at the discretion of the government Contracting Officer's Representative (COR) in coordination with the contract Program Manager. Due to space constraints, the government site cannot accommodate all contractors

The contractor shall provide telephone service and equipment necessary to perform work similar in specifications and efficiency to what all contractors working at Government sites require. Citrix is available for contractor laptops allowing offsite access to the VA network. Contractor employees shall have video teleconferencing (VTC) capabilities and accessibility to telephone and Email.

Citrix Access Gateway (CAG) is the recommended remote access solution for OE users. This is the most secure method for the VA to provide access to OE devices. CAG is a method of providing access to applications within the VA trusted network without having to install the application on the OE. The OE device is never actually on the VA trusted network. CAG requires the installation of a thin client on the end user's device. CAG offers support for stationary and mobile devices. There are numerous supported operating systems to include Windows, MAC OSX, iOS and Linux. CAG presents users with applications with a desktop look. CAG can also provide a virtual desktop. Virtual desktops are a simulation of a PC setting inside of the VA trusted network. Support for copy and paste or printing is available with sufficient business justification made to the user's ISO. These features are disabled by default until explicitly requested and keeps VA data from being easily captured outside of the VA.

System Requirements:

The CAG provides support for the following systems:

- Operating Systems
 - Windows XP, Vista, 7 and 8;
 - Windows Server 2003, 2003 R2, 2008, and 2008 R2;
- Browser Support
 - Internet Explorer (IE) 6 – 10;
 - Safari, Firefox Mozilla, or Google Chrome

Hardware Requirements:

- VGA or SVGA video adapter with color monitor;
- Windows-compatible sound card for sound support (optional);
- For network connections to the server farm, a network interface card (NIC) and the appropriate network transport software;
- At least 256 MB of RAM;
- 15 MB of free disk space; and
- 2-button mouse with the right button to be the secondary button highly recommend.
- PIV card reader
- web camera capability

To utilize the Citrix Online Plug-in for Macintosh v11.4.3:

- Supported Macintosh Operating Systems:
 - Mac OS X Version 10.6 Snow Leopard (Intel only) 32-bit and 64-bit with Safari 5.x or Firefox 3.x-5.x browsers; and
 - Mac OS X Version 10.7 Lion (Intel only) 32-bit and 64-bit with Safari 5.x or Firefox 3.x-5.x browsers.

9.0 Key Personnel

Certain skilled, experienced professional, and/or technical qualifications are essential for accomplishing the work to be performed. Individuals having these qualifications are defined as “Key Personnel” and are those persons whose experience biographies shall be submitted and marked by the contractor as “Key Personnel” through submission of the Technical Approach/Management Plan Factor. Substitutions shall only be accepted if in compliance with the “Substitution of Key Personnel” provision identified below.

The following personnel are considered key personnel by the Government:

1. Program Manager;
2. Project Manager
3. Web Developer
4. Content Developer
5. Social Media Specialist

10.0 Task Order Quality Assurance Surveillance Plan (QASP).

Contractor performance shall be monitored and measured using a QASP. The method of surveillance will be the OSDBU Management Information System, the VEM, or other management information system established by OSDBU which will monitor the work flow of all actions processed by the contractor and random inspection. The contractor may utilize additional software at no cost to the Government that will allow for reporting and tracking purposes. Metrics reports shall be collected by OSDBU IAW OSDBU SOPs (to include, daily, weekly, monthly, quarterly, and annually). Metrics outlined in shall apply to each all contractor actions.

11. General

Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

12. Access to VA Information and VA Information Systems

- a. A contractor/sub-contractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.
- b. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security and Preparedness is responsible for these policies and procedures.
- c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.
- d. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.
- e. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

13. Security Incident Investigation

- a. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall

immediately notify the COTR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.

- b. To the extent known by the contractor/subcontractor, the contractor/subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.
- c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.
- d. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

14. Liquidated Damages For Data Breach

- a. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.
- b. The contractor/subcontractor shall provide notice to VA of a "security incident" as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of

employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

- c. Each risk analysis shall address all relevant information concerning the data breach, including the following:
 - (1) Nature of the event (loss, theft, unauthorized access);
 - (2) Description of the event, including:
 - (a) Date of occurrence;
 - (b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
 - (3) Number of individuals affected or potentially affected;
 - (4) Names of individuals or groups affected or potentially affected;
 - (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
 - (6) Amount of time the data has been out of VA control;
 - (7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
 - (8) Known misuses of data containing sensitive personal information, if any;
 - (9) Assessment of the potential harm to the affected individuals;
 - (10) Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and
 - (11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

- d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$_____ per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:
 - (1) Notification;
 - (2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
 - (3) Data breach analysis;
 - (4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
 - (5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
 - (6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

15. TRAINING

- a. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:
 - (1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems;
 - (2) Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;
 - (3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
 - (4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.
- b. The contractor shall provide to the contracting officer and/or the COTR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.
- c. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.